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6                   UNITED STATES DISTRICT COURT  
7                   WESTERN DISTRICT OF WASHINGTON  
8                   AT SEATTLE  
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10                   WASHINGTON SCHOOLS RISK  
11                   MANAGEMENT POOL,

12                   Plaintiff,

13                   v.

14                   AMERICAN RE-INSURANCE  
15                   COMPANY et al.,

16                   Defendants.

17                   Case No. C21-0874-LK

18                   ORDER GRANTING MOTION TO  
19                   SEAL MATERIALS FILED IN  
20                   CONNECTION WITH REPLY

21                   This matter comes before the Court on Defendant Sompo International Reinsurance's  
22                   Motion to Seal Materials Filed in Connection with Reply, Dkt. 37. For the foregoing reasons,  
23                   the Court GRANTS the Motion.

24                   I.        BACKGROUND

25                   This is an insurance dispute concerning Plaintiff Washington Schools Risk Management  
26                   Pool's ("WSRMP") entitlement to reinsurance payments from Defendants Sompo and American  
27                   Re-Insurance Company. *See* Dkt. 27. Sompo and WSRMP dispute whether WSRMP's claims  
28                   against Sompo must be arbitrated pursuant to the terms of an arbitration clause in the reinsurance  
29                   policy between them. On July 15, 2021, WSRMP filed a Motion for Partial Summary Judgment,

1 Dkt. 14, asking the Court to rule as a matter of law that the arbitration clause in the reinsurance  
2 policy is void and inapplicable to this dispute. On September 1, 2021, Sompo filed a Motion to  
3 Compel Arbitration and Dismiss WSRMP's Amended Claims. Dkt. 32. In conjunction with its  
4 Reply to this Motion, Sompo filed the present Motion to Seal. Dkt. 37.

5 Sompo asks the Court to seal (1) Exhibit 1 to the Declaration of Kevin Finnerty, Dkt. 40,  
6 and (2) an unredacted version of Sompo's Reply (collectively, the "Arbitration Information")  
7 because this information "constitute[s] materials and information emanating from the arbitration  
8 proceedings pending between Sompo and WSRMP." Dkt. 37 at 2. Per Sompo, the reinsurance  
9 industry's standard arbitration confidentiality form, the ARIAS-US Form Confidentiality  
10 Agreement and Protective Order (the "ARIAS-US Form"), requires parties to seek to file  
11 information that pertains to arbitration (like the Arbitration Information) either in redacted form  
12 or under seal in court. *Id.*

13 The ARIAS-Form broadly protects information related to arbitration, *see* Dkt. 37-1 § 2,  
14 but several exceptions apply. One such exception permits a party to disclose information "as is  
15 necessary in connection with court proceedings relating to any aspect of the arbitration, included  
16 but not limited to motions to confirm, modify, vacate or enforce an award issued in this  
17 arbitration." *Id.* at § 3(b). However, the ARIAS-US Form requires that, "[i]n connection with  
18 any disclosures pursuant to [this exception], the parties agree, subject to court approval, that all  
19 submissions of Arbitration Information to a court shall be sealed and/or redacted so as to limit  
20 disclosure of Arbitration Information." *Id.* at § 3.

21 Neither the parties nor the arbitration panel have executed the ARIAS-US Form at this  
22 time. Dkt. 37 at 3. Sompo contends, however, that "there appears to be a substantial likelihood  
23 that they (and the Arbitration Panel) ultimately will execute the ARIAS-US Form, 'as is' or as

1 modified in response to revisions to be proposed by WSRMP.” *Id.* As a result, the arbitration  
2 panel may order Sompo to seek the Court’s permission to seal the Arbitration Information in  
3 accordance with the ARIAS-US Form’s requirements. *Id.* at 2. Given this, Sompo’s Motion  
4 preemptively “seeks to comply with the ARIAS-US Form.” *Id.* at 4.

5 On September 24, 2021, Sompo conferred with WSRMP regarding Sompo’s request to  
6 file the Arbitration Information under seal. Dkt. 37 at 1. WSRMP declined to take a position on  
7 Sompo’s request. *Id.* at 2.

8 On April 20, 2022, the Court entered a Report and Recommendation, which  
9 recommended compelling arbitration pursuant to the terms of the parties’ arbitration agreement  
10 and dismissing WSRMP’s claims against Sompo. Dkt. 47.

11                   II.         DISCUSSION

12 All documents filed with the Court are presumptively public. *San Jose Mercury News,*  
13 *Inc. v. U.S. Dist. Court*, 187 F.3d 1096, 1103 (9th Cir. 1999). “[T]he courts of this country  
14 recognize a general right to inspect and copy public records and documents, including judicial  
15 records and documents.” *Ctr. for Auto Safety v. Chrysler Grp., LLC*, 809 F.3d 1092, 1096 (9th  
16 Cir. 2016) (citation omitted). Accordingly, a party seeking to seal a judicial record bears the  
17 burden of overcoming the strong presumption in favor of public access. *Id.*

18 Two standards generally govern requests to seal documents: the “compelling reasons”  
19 standard for documents directly related to the underlying causes of action, such as documents  
20 attached to summary judgment briefs, and the lesser “good cause” standard for documents only  
21 tangentially related to the underlying causes of action, such as some discovery documents. *See*  
22 *Kamakana v. City & Cty. of Honolulu*, 447 F.3d 1172, 1180 (9th Cir. 2006); *see also Ctr. for*  
23

1     *Auto Safety, LLC*, 809 F.3d at 1098; *Pintos v. Pac. Creditors Ass'n*, 605 F.3d 665, 678 (9th Cir.  
 2     2010).

3                 It is unclear which standard Sompo alleges governs here. Because the “compelling  
 4     reasons” standard results in greater access to the public, the Court will apply it to Sompo’s  
 5     Motion to Seal. Doing so, the Court concludes that sealing is warranted.

6                 The Court has recommended compelling arbitration and dismissing WSRMP’s claims  
 7     against Sompo. The ARIAS-US Form (or some modified version thereof) will therefore apply in  
 8     the arbitration proceedings, requiring the parties to seal and/or redact any court filings that  
 9     disclose arbitration information. If the Court denies Sompo’s Motion at this juncture, Sompo  
 10    (who presumably will no longer be a party to this action) will be required to return to this Court  
 11    at a later date to move to seal the Arbitration Information.

12                 Given that (1) the ARIAS-US Form requires the parties to seal and/or redact court filings  
 13    that disclose arbitration information; (2) Sompo contends, and WSRMP does not dispute, that the  
 14    parties will adopt the ARIAS-US Form in arbitration; and (3) WSRMP does not oppose Sompo’s  
 15    Motion to Seal, the Court finds sealing the Arbitration Information warranted. *See GEA Grp. AG*  
 16    *v. Flex-N-Gate Corp.*, 740 F.3d 411, 420 (7th Cir. 2014) (holding as a matter of comity that the  
 17    presumption to public access to the judicial record was overcome by a German arbitration rule  
 18    that required confidentiality of the arbitration evidence, which the parties were bound by);  
 19    *Mastronardi Int'l Ltd. v. Sunselect Produce (California), Inc.*, No. 1:18-CV-00737-AWI-JLT,  
 20    2020 WL 469351, at \*2 (E.D. Cal. Jan. 29, 2020) (granting motion to seal applying the  
 21    “compelling reasons” standard when the arbitration rules governing the parties’ arbitration  
 22    required confidentiality).

23                 / / /

### **III. CONCLUSION**

For the foregoing reasons, Sompo's Motion to Seal Materials Filed in Connection with Reply, Dkt. 37, is GRANTED. The Clerk is directed to send copies of this Order to the parties and to the Honorable Lauren King.

Dated this 20th day of April, 2022.

Skate Vaughan

S. KATE VAUGHAN  
United States Magistrate Judge